

EXHIBIT A

RECEIVED MAR 23 2018
State of Louisiana
Secretary of State

03/19/2018

Legal Services Section
P.O. Box 94125, Baton Rouge, LA 70804-9125
(225) 922-0415

CIGNA HEALTH AND LIFE INSURANCE COMPANY
900 COTTAGE GROVE ROAD
BLOOMFIELD, CT 06002

Suit No.: 666553
19TH JUDICIAL DISTRICT COURT
EAST BATON ROUGE PARISH

ANTHONY L. CARMOUCHE
vs
CIGNA HEALTH AND LIFE INSURANCE COMPANY

Dear Sir/Madam:

I am enclosing a citation served in regard to the above entitled proceeding. If you are not the intended recipient of this document, please return it to the above address with a letter of explanation. All other questions regarding this document should be addressed to the attorney that filed this proceeding.

Yours very truly,

TOM SCHEDLER
Secretary of State

Served on: TOM SCHEDLER
Served by: E CUMMINS

Date: 03/16/2018
Title: DEPUTY SHERIFF

No: 1071188

SG



2424-18-000658

CITATION**ANTHONY L. CARMOUCHE**
(Plaintiff)**NUMBER C666553 SECTION 26**

vs.

19th JUDICIAL DISTRICT COURT**CIGNA HEALTH AND LIFE INSURANCE
COMPANY**
(Defendant)**PARISH OF EAST BATON ROUGE****STATE OF LOUISIANA****TO: CIGNA HEALTH AND LIFE INSURANCE COMPANY
THROUGH THEIR AGENT FOR SERVICE OF PROCESS;
SECRETARY OF STATE**SERVED ON
TOM SCHEDLER

MAR 16 2018

SECRETARY OF STATE
COMMERCIAL DIVISION**GREETINGS:**

Attached to this citation is a certified copy of the petition*. The petition tells you what you are being sued for.

You must EITHER do what the petition asks OR, within fifteen (15) days after you have received these documents, you must file an answer or other legal pleading in the office of the Clerk of Court at 300 North Boulevard, Baton Rouge, Louisiana.

If you do not do what the petition asks, or if you do not file an answer or legal pleading within fifteen (15) days, a judgment may be rendered against you without further notice.

This citation was issued by the Clerk of Court for East Baton Rouge Parish on 01-MAR-2018.



Doug Weiborn
Deputy Clerk of Court for
Doug Weiborn, Clerk of Court

Requesting Attorney: LAWRENCE CHARLES BILLEAUD

Also attached are the following documents:
PETITION FOR DAMAGES, REQ. FOR NOTICE

SERVICE INFORMATION:

Received on the _____ day of _____, 20____ and on the _____ day of _____, 20____, served on the above named party as follows:

SECRETARY OF STATE: By tendering same to the within named, by handing same to _____.

DUE AND DILIGENT: After diligent search and inquiry, was unable to find the within named _____ or his domicile, or anyone legally authorized to represent him.

RETURNED: Parish of East Baton Rouge, this _____ day of _____, 20____

SERVICE: \$ _____
MILEAGE \$ _____
TOTAL: \$ _____

Deputy Sheriff
Parish of East Baton Rouge

CITATION - 2424

RECEIVED
MAR 15 2018
E.B.R. SHERIFF'S OFFICE



EBR4632921

ANTHONY L. CARMOUCHE

DOCKET NO.:

19TH JUDICIAL DISTRICT COURT

VERSUS

PARISH OF EAST BATON ROUGE

CIGNA HEALTH AND LIFE INSURANCE
COMPANY

STATE OF LOUISIANA

PETITION FOR DAMAGES

NOW INTO COURT, through undersigned counsel, comes Petitioner, ANTHONY L. CARMOUCHE, a person who resides and is domiciled in the Parish of Lafayette, who files this petition against CIGNA HEALTH AND LIFE INSURANCE COMPANY based upon the following facts and legal claims:

1.

Made a Defendant herein is:

- A) CIGNA HEALTH AND LIFE INSURANCE COMPANY, a foreign insurance company authorized to do and doing business in the State of Louisiana, whose agent of service of process is Louisiana Secretary of State, 8585 Archives Avenue, Baton Rouge, Louisiana 70809.

2.

Petitioner alleges herein that CIGNA HEALTH AND LIFE INSURANCE COMPANY (hereinafter identified as Defendant), contracted with him through his employer to provide a policy of disability and health insurance to include his wife and children. As a result of the accident described below, Petitioner has been determined to be unfit to return to work due to injury to his neck and spine. Petitioner alleges that Defendant's denial of disability and health insurance benefits is arbitrary and capricious for the reasons more particularly set out below.

3.

On April 19, 2017, Petitioner was operating the vehicle owned by SMITH INTERNATIONAL and was legally driving on Louisiana Highway 157. Defendant, CHARLES R. CHALFANT, was operating his vehicle on the same date and time, when he failed to yield at a stop sign and negligently and violently struck the vehicle being driven by Petitioner after attempting to cross over Louisiana Highway 157. As a result of the impact, Petitioner suffered severe neck and back injuries, and is currently being paid workers compensation indemnity and medical treatment benefits.



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Michael J. Smith
East Baton Rouge Parish
Deputy Clerk of Court

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ORIGINAL

SEC. 26
COST \$500.00
FEB 22 2018
DEPUTY CLERK OF COURT
Billed \$200.00

4.

At all times relevant herein, Petitioner was completely free from any fault which may have contributed to this accident which caused him injury during the course and scope of his employment.

5.

As a result of this accident, Petitioner, **ANTHONY L. CARMOUCHE**, suffered serious, debilitating and permanent personal injury to his back and neck, and at this time is entitled to receive disability and health benefits as contracted with **CIGNA HEALTH AND LIFE INSURANCE COMPANY**.

6.

Petitioner alleges that Defendant; **CIGNA HEALTH AND LIFE INSURANCE COMPANY** is contractually liable to pay all disability and other health insurance benefits for which he is a beneficiary with **CIGNA HEALTH AND LIFE INSURANCE COMPANY**.

7.

Considering the severity of petitioner's injuries, considering petitioner's receipt of ongoing workers compensation benefits, and the fact that he is currently under the care and direction of a treating orthopedic surgeon, and is prohibited from returning to work, and finally that this information has been provided to insurance adjusters for **CIGNA HEALTH AND LIFE INSURANCE COMPANY**, it is alleged that the denial of benefits by **CIGNA HEALTH AND LIFE INSURANCE COMPANY** is arbitrary and capricious.

8.


It is alleged that **CIGNA HEALTH AND LIFE INSURANCE COMPANY** has a duty to provide disability benefits owed to Petitioner and his family and that its failure to provide benefits is a breach of its legal obligations to petitioner.

9.

Petitioner made a disability claim for damages and injuries he sustained pursuant to the above referenced accident and disability. On or about December 4, 2017, **CIGNA** denied the claim via written correspondence.



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10.

Petitioner appealed the decision to deny his short-term disability benefits. On or about January 25, 2018, Petitioner received written correspondence from CIGNA therein denying his appeal of the denial of his benefits.

11.

Upon information and belief, it is alleged that the conduct of CIGNA is misleading, was intentional, and should subject CIGNA to claims for unfair trade practices, as well as for violations of its obligations to its insureds of fair dealing and good faith set forth in La.R.S. 22:658, La.R.S. 22:1964, La.R.S. 22:1973, La.R.S. 22:1821 and La.R.S. 22:1892. It is alleged that CIGNA intentionally delayed and denied the insured's reimbursement as mandated by Louisiana law, and is liable for the underlying benefits, statutory penalties, attorney fees and all legal costs.

12.

Petitioner has suffered undue aggravation, stress and loss of enjoyment of life as a result of CIGNA'S failure to adjust the claim in good faith and reasonably perform under the insurance policy.

13.

CIGNA failed to perform under the policy of insurance by:

- A) Not thoroughly investigating the claim;
- B) Insisting that the company's doctor found no injury limiting Petitioner's ability to return to full work release;
- C) Presenting a non-signed driver exclusion form to ROY K. RHODES and undersigned counsel, therein attempting to "fraudulently" trick ANTHONY L. CARMOUCHE and her father into not pursuing CIGNA for all damages, including pain and suffering caused to Petitioner by the other insured CIGNA driver; and
- D) Not acting reasonable under the circumstances.

14.

CIGNA breached the methods, acts, and practices of fair dealing and good faith set forth in La.R.S. 658, La.R.S. 22:1964, La.R.S. 22:1973, La.R.S. 22:1821 and 22:1892 by the following:

- A) Neglecting the Functional Disability Evaluation and restrictions of Petitioner's treating spine doctor, and denying benefits from the CIGNA INSURANCE COMPANY POLICY;



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Michael D. Poirier
East Baton Rouge Parish
Deputy Clerk of Court

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- B) Breaching its affirmative duty to make a reasonable effort to settle claims with its insured, or at a minimum pay the ongoing benefits due under the policy of insurance;
- C) Arbitrarily, capriciously and without probable cause, failing to pay benefits due under the policy of insurance within the delays allowed by Louisiana law; and
- 6) Arbitrarily, capriciously and without probable cause, failing to pay the benefits due after receipt of evidence to establish the disability at issue.

15.

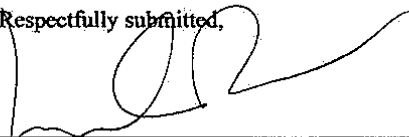
Upon information and belief, Petitioner alleges that Defendant, **CIGNA INSURANCE COMPANY**, through its adjuster, has arbitrarily and capriciously denied and/or delayed insurance benefits as explained above. Accordingly, Petitioner alleges that for these breaches of its legal obligations to Petitioner, Defendant should be liable to Petitioner for penalties, attorney's fees and legal costs arising from its breach of its legal obligation to provide the insurance benefits and/or damages as a matter of law.

16.

Petitioner herein prays for trial by jury.

WHEREFORE, your Petitioner prays that, after due proceedings are had, there be judgment herein in favor of the Petitioner, **ANTHONY L. CARMOUCHE**, and against Defendant, **CIGNA INSURANCE COMPANY**, jointly and in solido for all damages as will be proven at trial including but not limited to medical treatment, pain and suffering, general damages, mental anguish and distress, hedonic damages, unfair trade practices under La. R.S. 22:1964, bad faith damages under La. R.S. 22:1973, bad faith damages under La. R.S. 22:1892, attorney fees, court costs, which are all reasonable in the premises, and other damages to be amended, presented in Pretrial Order, and/or proven at the trial of this matter.

Respectfully submitted,


LAWRENCE C. BILLEAUD, (20106)
Attorney at Law
706 W. University Avenue
Lafayette, LA 70506
Telephone: (337) 266-2055
Facsimile: (337) 266-2056
Attorney for **ANTHONY L. CARMOUCHE**

SERVICE INSTRUCTIONS ON NEXT PAGE



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Deputy Clerk of Court

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PLEASE SERVE:

CIGNA HEALTH AND LIFE INSURANCE COMPANY
through its registered agent:
Louisiana Secretary of State
8585 Archives Avenue
Baton Rouge, Louisiana 70809



**Certified True and
Correct Copy**
eCertID: 000359332

Handwritten Signature

East Baton Rouge Parish
Deputy Clerk of Court

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ANTHONY L. CARMOUCHE**DOCKET NO.:****VERSUS****19TH JUDICIAL DISTRICT COURT****CIGNA HEALTH AND LIFE INSURANCE
COMPANY****PARISH OF EAST BATON ROUGE****STATE OF LOUISIANA**

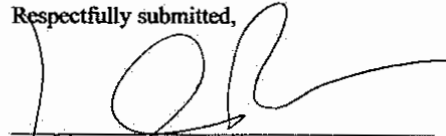
REQUEST FOR NOTICE

In accordance with LSA-C.C.P. Article 1572, Petitioner, **ANTHONY L. CARMOUCHE**, requests that the Court give written notice by certified mail at least ten (10) days in advance of the date fixed for trial or hearing of this case whether on exceptions, motions, rules or the merits.

Petitioners, **ANTHONY L. CARMOUCHE**, request immediate notice of all orders or judgments, whether interlocutory or final, made or rendered in this case by taking under advisement or if the Judgment is not signed at the conclusion of the trial.

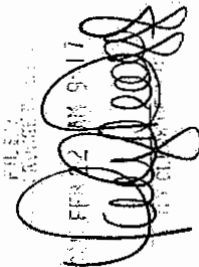
Notice is to be mailed to or served upon Petitioners, **ANTHONY L. CARMOUCHE**, through undersigned counsel.

Respectfully submitted,

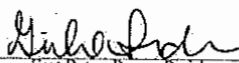

LAWRENCE C. BILLEAUD, (20106)

Attorney at Law
706 W. University Avenue
Lafayette, LA 70506
Telephone: (337) 266-2055
Facsimile: (337) 266-2056
Attorney for **ANTHONY L. CARMOUCHE**

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ANTHONY L. CARMOUCHE

DOCKET NO.:

VERSUS

19TH JUDICIAL DISTRICT COURT

CIGNA HEALTH AND LIFE INSURANCE
COMPANY

PARISH OF EAST BATON ROUGE

STATE OF LOUISIANA

AFFIDAVIT OF VERIFICATION

STATE OF LOUISIANA

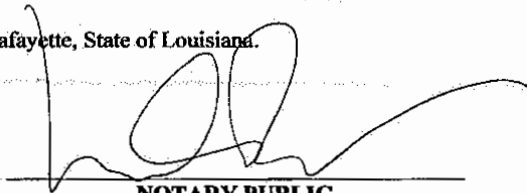
PARISH OF LAFAYETTE

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified within and for the State and Parish aforesaid, personally appeared ANTHONY L. CARMOUCHE, who, after being, by me, duly sworn, said that she has read the above captioned Petition for Damages, and all of the allegations of fact contained therein are true and correct, to the best of his knowledge, information, and belief.



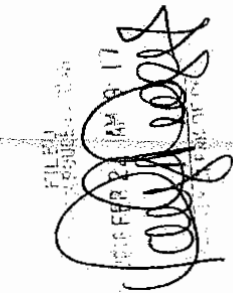
ANTHONY L. CARMOUCHE

SWORN TO AND SUBSCRIBED, before me, Notary Public, this 8th day of February 2018, in the Parish of Lafayette, State of Louisiana.




NOTARY PUBLIC

EBR4583632



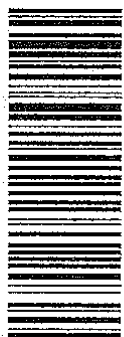

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CERTIFIED MAIL



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Ble

TOM SCHEDLER
SECRETARY OF STATE
P.O. BOX 94125
BATON ROUGE, LA 70804-9125



SS104 (R 11/10)